

# **EXHIBIT 1**



"Creating trusting partnerships,  
providing quality and value to your customers"

www.fmtool.com

**163 Pioneer Drive, Leominster, MA 01453**

Office | 978 840 1897  
Fax | 978 840 9578  
Toll Free | 800 883 1673

June 27, 2013

Dan Eiden, Inc.  
Dan Eiden  
1735 Woodman Court  
Howell, MI 48843

Dear Dan:

F&M Tool & Plastics, Inc. (the "Company") is pleased to confirm our agreement to have Dan Eiden serve as our Independent Sales Representative for the following accounts effective immediately.

AAFES	3%	Menards	2.5%
Ace Hardware	4%	Mills Fleet Farm	3%
ACO Hardware	4%	Pamida	3%
Aldi's	3%	Pet Supplies Plus	3%
Amazon.com	3%	Promotions Unlimited	3%
Andersons	3%	Publix	3%
Blains	3%	Roundy's	3%
Do-It-Best	3%	Shopko	3%
Duckwall/ALCO	3%	Target	2.5%
HyVee	3%	True Value	3%
Kmart/Sears Holding	1%	Variety Distributors	4%
Marc's	2%	Walgreens	3%
Meijer	4%	Westlake	4%

The standard commission rate is stated above and is of the net selling price. **The commission rate may be changed by F&M Tool & Plastics in its discretion upon 30 days written notice.** Trade discounts, chargebacks, freight and transportation, insurance, tariffs, taxes and fees shall be excluded from the net selling price. Commissions will be paid the 15<sup>th</sup> of each month following the month the invoice is paid by the customer. Commissions will be adjusted if the regular net selling price or payment terms are adjusted. Dan agrees to seek and provide "all efforts" to settle disputes and aid in the collection of receivables as needed. The commission will be held until final resolution of the deduction. All customer orders will be subject to acceptance and will bear all associated selling expenses. Sales Representative will not be authorized to make allowances or adjustments.

#### I. Nondisclosure Agreement:

(a) Sales Representative understands that, in connection with his engagement with the Company, he may receive, produce, or otherwise be exposed to the Company's Confidential and Proprietary Information, which is defined as any information concerning the organization, business or finances of the Company or of any third party that is maintained by the Company as confidential or private. Such Information shall include, but is not limited to, trade secrets or proprietary or confidential information respecting existing and future products and services, inventions, designs, methods, formulas, drafts of publications, research, know-how, techniques, systems, databases, processes, software programs or code, developments or experimental work, works of authorship, customer lists and/or customer information, business plans, marketing plans, financial information, sales techniques, projects, the Company personnel information, and all other plans and proposals.

(b) Sales Representative agrees not to reproduce any such Information without the Company's prior written consent, not to use such Information except in the performance of this Agreement, and not to divulge all or any part of such Information in any form to any third party, either during or after the term of this Agreement. Upon termination or expiration of this Agreement for any reason, Sales Representative agrees to immediately cease using and to return to the Company all copies and derivatives of such Information,







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including any computer access nodes and/or codes, and to arrange for the return of such materials by all Sales Representative Employees.

## 2. Nonsolicitation:

During the period of this Agreement and for a period of one year after any termination, Sales Representative shall not, directly or indirectly, alone or as a partner, joint venture, consultant, contractor, lender, officer, director, employee, stockholder or investor of any entity, employ, or knowingly permit any company or business organization directly or indirectly controlled by Sales Representative to employ, any person who is or was an employee, agent, representative or consultant of the Company at any time during the term of this Agreement or during the period of one year, thereafter, or in any manner seek to solicit or induce any such person to leave his employment with the Company, or assist in the recruitment or hiring of any such person.

## 3. Indemnification/Release:

(a) Sales Representative agrees to take all necessary precautions to prevent injury to any persons (including employees of the Company) or damage to property (including the Company's property) during the term of this Agreement, and shall indemnify, defend and hold harmless the Company, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of Sales Representative or any Sales Representative Employee.

(b) Sales Representative agrees to indemnify and hold the Company harmless from and against any and all claims, losses, demands, liabilities, damages, costs, or expenses (including, without limitation, attorney's fees, back wages, liquidated damages, penalties or interest) resulting from any violation of any federal, state or local law, regulation, or ordinance by Sales Representative, including, without limitation, Sales Representative's failure to collect, withhold, or pay any and all federal or state taxes required to be withheld or paid by employers or employees, including, without limitation, any and all income tax, social security, and FUTA taxes.

## 4. Insurance Requirements:

Sales Representative warrants that he will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability and errors and omissions or professional liability insurance covering all of his Services. All said policies shall be in amounts and with insurers reasonably acceptable to the Company, and the Company shall be listed as an additional named insured and/or as an additional loss-payee under such policies.

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## 5. Termination:

Either the Company or Sales Representative may terminate this Agreement upon thirty (30) days' written notice without cause. In addition, the Company may terminate this Agreement immediately for cause. "CAUSE" TO BE DEFINED AS POOR PERFORMANCE SALES RESULTS AND/OR INAPPROPRIATE ACTIONS BY REPRESENTATIVE THAT RESULT IN

## 6. General:

NEGATIVE IMPACT TO THE COMPANY.

DE 7/11/13

(a) Sales Representative is not authorized and shall not have the power or authority to bind the Company or incur any liability or obligation, or act on behalf of the Company. Sales Representative will not have authority to endorse checks or to maintain bank accounts in the name of F&M Tool & Plastics.

(b) The Company and Sales Representative expressly agree and understand that Sales Representative is an independent contractor and nothing in this Agreement nor the services rendered is meant or shall be construed to create an employee-employer relationship between them.

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(c) Sales Representative further agrees that any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement) shall be governed by Massachusetts law, shall be commenced and maintained in state or federal court located in Worcester County, Massachusetts.



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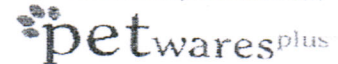
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PRODUCTS

www.smartwareproducts.com



www.petwaresplus.com

(d) This Agreement sets forth the complete, sole and entire agreement between the parties with respect to the subject matter herein and supersedes any and all other agreements, negotiations, discussions, proposals, or understandings, whether oral or written, previously entered into, discussed or considered by the parties.

Appointment as Sales Representative for F&M Tool & Plastics is accepted on the terms stated above.

Company DAN EIDEN INC.

BY: Dan Eiden

TITLE: PRESIDENT

DATE: 7/11/13